

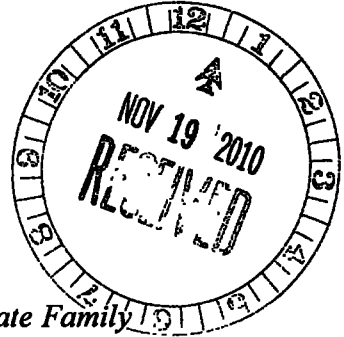
**LAW OFFICES OF
LOUIS E. GITOMER**

LOUIS E. GITOMER
LOU_GITOMER@VERIZON.NET

THE ADAMS BUILDING, SUITE 301
600 BALTIMORE AVENUE
TOWSON, MARYLAND 21204-4022
(202) 466-6532
FAX (410) 332-0885

November 19, 2010

228283



Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Re: Finance Docket No. 35448, *CSX Transportation, Inc. – Corporate Family
Merger Exemption – Atlanta, Knoxville & Northern Railway Company,
the Cincinnati Inter-Terminal Railroad Company, and the Tylerdale
Connecting Railroad Company*

Dear Ms. Brown:

Enclosed are the original and 10 copies of the Notice of Exemption, a diskette containing a WORD and pdf version of the Notice, and a check in the amount of \$1,700 is to cover the filing fee.

Please time and date stamp the extra copy of the filing and return it in the enclosed envelop. Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,

Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosures

FEE RECEIVED

NOV 19 2010

SURFACE
TRANSPORTATION BOARD

ENTERED
Office of Proceedings

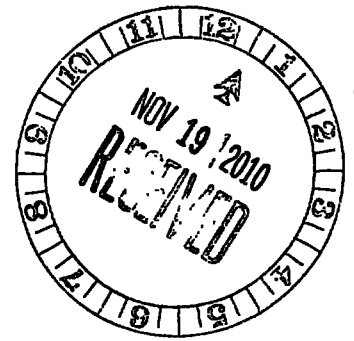
NOV 19 2010

Part of
Public Record

FILED

NOV 19 2010

SURFACE
TRANSPORTATION BOARD



BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 35448

228283

CSX TRANSPORTATION, INC.
—CORPORATE FAMILY MERGER EXEMPTION—
ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY,
CINCINNATI INTER-TERMINAL RAILROAD COMPANY, and
TYLERDALE CONNECTING RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION

FILED
NOV 19 2010
SURFACE
TRANSPORTATION BOARD

ENTERED
Office of Proceedings
NOV 19 2010
Part of
Public Record

FEE RECEIVED
NOV 19 2010
SURFACE
TRANSPORTATION BOARD

Steven Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
(904) 359-1229

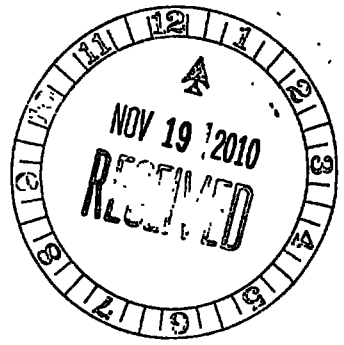
Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou_Gitomer@verizon.net

Attorneys for: CSX TRANSPORTATION,
INC.

Dated: November 19, 2010

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 35448



CSX TRANSPORTATION, INC.
—CORPORATE FAMILY MERGER EXEMPTION—
ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY,
CINCINNATI INTER-TERMINAL RAILROAD COMPANY, and
TYLERDALE CONNECTING RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION

CSX Transportation, Inc. (“CSXT”) and the Atlanta, Knoxville & Northern Railway Company (“AKNR”), the Cincinnati Inter-Terminal Railroad Company (“CIT”), and the Tylerdale Connecting Railroad Company (“TCR”) pursuant to 49 C.F.R. §§ 1180.2(d)(3) and 1180.4(g), file this Verified Notice of Exemption from the prior approval requirements of 49 U.S.C. § 11323 with the Surface Transportation Board (the “Board”). This Verified Notice of Exemption is being filed to permit AKNR, CIT, and TCR to merge into CSXT. CSXT is a Class I railroad and AKNR, CIT, and TCR are wholly owned subsidiaries of CSXT.

a. **1180.6(a)(1)(i).** A brief summary of the proposed transaction, the name of applicants, their business address, telephone number, and the name of the counsel to whom questions regarding the transaction can be addressed.

CSXT directly controls and operates AKNR, CIT, and TCR. CSXT and AKNR, CIT, and TCR are all located at 500 Water Street, Jacksonville, FL 32202, (904) 359-3100.

This is a transaction within a corporate family. AKNR, CIT, and TCR will be merged into CSXT. Four corporations will be reduced to one. This transaction will not result in adverse changes in service levels, significant operational changes, or a change in the competitive balance

with carriers outside the corporate family. The transaction will reduce corporate overhead and duplication by eliminating three corporations while retaining the same assets to serve customers. In addition, CSXT will obtain certain savings as a result of the transaction.

Counsel to whom questions concerning the transaction can be addressed are: Steven C. Armbrust, Esq., CSX Transportation, Inc., 500 Water Street, Jacksonville, FL 32202, (904) 359-1229, and Louis E. Gitomer, Esq., Law Offices of Louis E. Gitomer, 600 Baltimore Avenue, Suite 301, Towson, MD 21204, (410) 296-2250, Lou_Gitomer@verizon.net.

b. **1180.6(a)(1)(ii).** The proposed time schedule for consummation of the proposed transaction.

CSXT intends to merge AKNR, CIT, and TCR into itself on or after December 19, 2010.

c. **1180.6(a)(1)(iii).** The purpose sought to be accomplished by the proposed transaction, e.g., operating economies, eliminating excess facilities, improving service, or improving the financial viability of the applicants.

The merger of AKNR, CIT, and TCR into CSXT is intended to simplify the corporate structure and reduce overhead costs.

d. **1180.6(a)(5).** A list of the State(s) in which any part of the property of each applicant carrier is situated.

CSXT owns and operates about 21,000 miles of railroad in the States of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, the District of Columbia, and the Provinces of Ontario and Québec.

AKNR owns about 94.2 miles of railroad in the States of Georgia and Tennessee.

TCR owns about 1.47 miles of railroad in the State of Pennsylvania.

CIT owns about 2785.2 feet of railroad in the State of Ohio.

e. **1180.6(a)(6). Map (Exhibit 1).** Submit a general or key map indicating clearly, in separate colors or otherwise, the line(s) of applicant carriers in their true relations to each other, short line connections, other rail lines in the territory, and the principal geographic points in the region traversed. If a geographically limited transaction is proposed, a map detailing the transaction should also be included. In addition to the map accompanying each application, 20 unbound copies of the map shall be filed with the Board.

See Exhibit 1 (following Exhibit 2 because it contains color maps).

f. **1180.6(a)(7)(ii). Agreement (Exhibit 2).** Submit a copy of any contract or other written instrument entered into, or proposed to be entered into, pertaining to the proposed transaction.

The Consents and Agreements and Plans of Merger necessary to effectuate the merger of AKNR, CIT, and TCR into CSXT are in Exhibit 2.

g. **Labor Protection.**

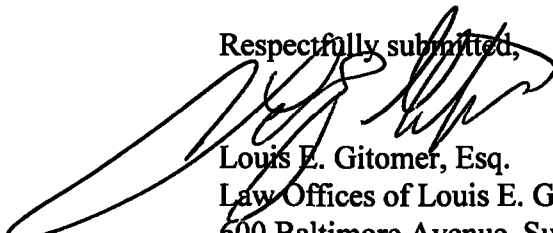
Under 49 U.S.C. § 11326(a), the level of labor protection to be imposed is *New York Dock Ry.—Control—Brooklyn Eastern Dist.*, 360 I.C.C. 60 (1979).

h. Environmental and Historical documentation.

CSXT operates AKNR, CIT, and TCR. There will be no operational changes over AKNR, CIT, or TCR as a result of the proposed merger. There will be no change in the volume of traffic operating over AKNR's, CIT's, or TCR's lines as a result of the proposed merger. The proposed merger will not result in changes that would exceed any of the thresholds established in 49 C.F.R. §1105.7(e)(4) or (5) or a construction or abandonment. As such, this transaction does not meet the thresholds for the preparation of an Environmental Assessment under 49 C.F.R. §1105.6(b)(4) and qualifies for classification under 49 C.F.R. §1105.6(c)(2) and thus neither an Environmental Assessment nor a Historic Report is required to be filed.

Steven Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
(904) 359-1229

Respectfully submitted,



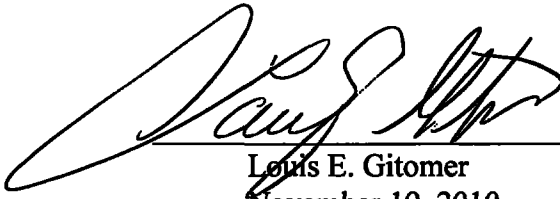
Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou_Gitomer@verizon.net

Attorneys for: CSX TRANSPORTATION,
INC.

Dated: November 19, 2010

CERTIFICATE OF SERVICE

I hereby certify that I have caused the Verified Notice of Exemption in Finance Docket 35448 *CSX Transportation, Inc.—Corporate Family Merger Exemption— Atlanta, Knoxville & Northern Railway Company, the Cincinnati Inter-Terminal Railroad Company, and the Tylerdale Connecting Railroad Company* to be served by first class mail, postage pre-paid on the Secretary of the United States Department of Transportation, the Attorney General of the United States, the Federal Trade Commission and the Governors, Public Service Commissions, and Departments of Transportation of the States of Georgia, Ohio, Pennsylvania, and Tennessee.



Louis E. Gitomer
November 19, 2010

EXHIBIT 2-AGREEMENTS

**DOCUMENTS FOR CSX TRANSPORTATION, INC. MERGER
ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY**

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

CSX TRANSPORTATION, INC.

Formed in Virginia

The undersigned, being all of the directors of CSX Transportation, Inc., a Virginia corporation (the "Corporation"), hereby consent and agree to the adoption of the following resolutions without a directors' meeting:

MERGER OF ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY

WHEREAS, the Corporation owns 100% of the issued and outstanding shares of the Atlanta, Knoxville & Northern Railway Company, a Georgia corporation ("AKNR"); and

WHEREAS, it has been determined that the corporate existence of AKNR is no longer required and that it is in the best interests of the Corporation to merge AKNR with and into the Corporation whereby the Corporation shall be and continue to be in existence as the surviving corporation and the separate corporate existence of AKNR shall cease (the "Merger"), subject to approval of the Surface Transportation Board (the "STB"), as applicable.

Now, therefore, be it

RESOLVED, that the Merger is hereby approved, subject to STB approval, as applicable.

RESOLVED FURTHER, that a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit "A" (the "Plan of Merger"), is hereby approved and that the proper officers of the Corporation are hereby authorized to execute and deliver the Plan of Merger on behalf of the Corporation, subject to STB approval, as applicable.

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval, as applicable, and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date _____

Clarence W. Gooden – Director

Oscar Munoz – Director

Michael J. Ward – Director

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.


Date

11/1/10

Date

Date

Clarence W. Gooden – Director



Oscar Munoz – Director

Michael J. Ward – Director

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

Clarence W. Gooden – Director

Date

Oscar Munoz – Director

10/27/10
Date

Michael Ward
Michael J. Ward – Director

EXHIBIT "A"

Plan of Merger

PLAN OF MERGER
OF
ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY
WITH AND INTO
CSX TRANSPORTATION, INC.

THIS PLAN OF MERGER is made and entered into as of this ____ day of _____, 2010 by and among CSX Transportation, Inc., a Virginia corporation (the "Corporation"), and Atlanta, Knoxville & Northern Railway Company, a Georgia corporation ("AKNR").

A. The Corporation owns 100% of the issued and outstanding shares of common stock of AKNR.

B. The Board of Directors of the Corporation and the Board of Directors of AKNR have each approved the merger of AKNR with and into the Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW, THEREFORE, the Corporation and AKNR agree as follows:

1. Merger. At the Effective Date (as defined in paragraph 3), AKNR will be merged with and into the Corporation in accordance with the provisions set forth in Title 14, Chapter 2, Article 11 of the Official Code of Georgia Annotated and Title 13.1, Chapter 9, Article 12 of the Code of Virginia (the "Merger").

2. Surviving Company. The Corporation shall be and continue in existence as the surviving corporation and the separate corporate existence of AKNR shall cease.

3. Effective Date. The effective date of the Merger shall be upon filing of (1) the Articles of Merger with the Secretary of State of the State of Georgia and (2) the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia ("Effective Date").

4. Conversion and Cancellation of Shares. The manner and basis of converting, canceling or exchanging shares of capital stock of the Corporation and AKNR on the Effective Date shall be as follows

(a) Each share of the Corporation's common stock, which is issued and outstanding on the Effective Date, shall remain issued and outstanding as capital stock of the Corporation.

(b) Each share of AKNR's common stock shall be canceled and no new shares or other securities or obligations or cash shall be issuable in respect thereto.

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY

Incorporated in Georgia

The undersigned, being all of the directors of Atlanta, Knoxville & Northern Railway Company, a Georgia corporation (the "Company"), hereby consent and agree to the adoption of the following resolutions without a directors' meeting:

MERGER WITH AND INTO CSX TRANSPORTATION, INC.

WHEREAS, CSX Transportation, Inc., a Virginia corporation ("CSXT"), owns 100% of the issued and outstanding shares of the Company; and

WHEREAS, the Board of Directors of CSXT has approved the merger of the Company with and into CSXT whereby CSXT shall be and continue to be in existence as the surviving corporation and the separate corporate existence of the Company shall cease (the "Merger") subject to the approval of the Surface Transportation Board (the "STB").

Now, therefore, be it

RESOLVED, that subject to the approval of the STB, the Merger is hereby approved.

RESOLVED FURTHER, that subject to the approval of the STB, a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit A (the "Plan of Merger"), is hereby approved and that the proper officers of the Company are hereby authorized to execute and deliver the Plan of Merger on behalf of the Company

RESOLVED FURTHER, that the proper officers of the Company are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

RESOLVED FURTHER, that upon receipt of STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

11/1/10

Date



David A. Brown, Director

Date

Peter K. Mills, Director

Date

Paul R. Hitchcock, Director

RESOLVED FURTHER, that upon receipt of STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

11/2/10

Date

David A. Brown, Director



Peter K. Mills, Director

Date

Paul R. Hitchcock, Director

RESOLVED FURTHER, that upon receipt of STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

David A. Brown, Director

Date

Peter K. Mills, Director

Oct. 27, 2010
Date

Paul R. Hitchcock
Paul R. Hitchcock, Director

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER
OF
ATLANTA, KNOXVILLE & NORTHERN RAILWAY COMPANY
WITH AND INTO
CSX TRANSPORTATION, INC.

THIS PLAN OF MERGER is made and entered into as of this ____ day of _____, 2010 by and among CSX Transportation, Inc., a Virginia corporation (the "Corporation"), and Atlanta, Knoxville & Northern Railway Company, a Georgia corporation ("AKNR").

A. The Corporation owns 100% of the issued and outstanding shares of common stock of AKNR.

B. The Board of Directors of the Corporation and the Board of Directors of AKNR have each approved the merger of AKNR with and into the Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW, THEREFORE, the Corporation and AKNR agree as follows:

1. Merger. At the Effective Date (as defined in paragraph 3), AKNR will be merged with and into the Corporation in accordance with the provisions set forth in Title 14, Chapter 2, Article 11 of the Official Code of Georgia Annotated and Title 13.1, Chapter 9, Article 12 of the Code of Virginia (the "Merger").

2. Surviving Company. The Corporation shall be and continue in existence as the surviving corporation and the separate corporate existence of AKNR shall cease.

3. Effective Date. The effective date of the Merger shall be upon filing of (1) the Articles of Merger with the Secretary of State of the State of Georgia and (2) the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia ("Effective Date").

4. Conversion and Cancellation of Shares. The manner and basis of converting, canceling or exchanging shares of capital stock of the Corporation and AKNR on the Effective Date shall be as follows:

(a) Each share of the Corporation's common stock, which is issued and outstanding on the Effective Date, shall remain issued and outstanding as capital stock of the Corporation.

(b) Each share of AKNR's common stock shall be canceled and no new shares or other securities or obligations or cash shall be issuable in respect thereto

5. Effect of the Merger. Upon the Effective Date:

a) The assets and liabilities of AKNR shall be taken on the books of the Corporation at the amount at which they shall at the time be carried on the books of AKNR, subject to such adjustments, if any, as may be necessary to conform to the accounting procedures of the Corporation.

b) The Corporation shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, of AKNR. All property of every description, including every interest therein and all obligations of or belonging or due to AKNR, shall thereafter be taken and deemed to be transferred to and vested in the Corporation without further act or deed, but after the Effective Date when required by the Corporation, the officers of the Corporation, on behalf of AKNR Corporation, shall execute and deliver or cause to be executed and delivered all such deeds and other instruments and shall take or cause to be taken such further action as the Corporation may deem necessary or desirable in order to confirm the transfer to and vesting in the Corporation of title to and possession of all such rights, privileges, immunities, franchises and authority. All rights of creditors of AKNR shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date, and the Corporation shall thereafter be liable for all the obligations of AKNR.

IN WITNESS WHEREOF, the Corporation and AKNR have caused this Plan of Merger to be executed as of the day and year first above written.

CSX TRANSPORTATION, INC.,
a Virginia corporation

By: _____
Name: Steven C. Armbrust
Title: Assistant Corporate Secretary

**ATLANTA, KNOXVILLE & NORTHERN RAILWAY
COMPANY,** a Georgia corporation

By: _____
Paul R. Hitchcock
Vice President and Corporate Secretary

**DOCUMENTS FOR CSX TRANSPORTATION, INC. MERGER
CINCINNATI INTER-TERMINAL RAILROAD COMPANY**

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

CSX TRANSPORTATION, INC.

Formed in Virginia

The undersigned, being all of the directors of CSX Transportation, Inc., a Virginia corporation (the "Corporation"), hereby consent and agree to the adoption of the following resolutions without a directors' meeting:

MERGER OF THE CINCINNATI INTER-TERMINAL RAILROAD COMPANY

WHEREAS, the Corporation owns 100% of the issued and outstanding common shares The Cincinnati Inter-Terminal Railroad Company, an Ohio corporation ("CIT") and 100% of the issued and outstanding preferred shares CIT; and

WHEREAS, it has been determined that the corporate existence of CIT is no longer required and that it is in the best interests of the Corporation to merge CIT with and into the Corporation whereby the Corporation shall be and continue to be in existence as the surviving corporation and the separate corporate existence of CIT shall cease (the "Merger"), subject to approval of the Surface Transportation Board (the "STB"), as applicable.

Now, therefore, be it

RESOLVED, that the Merger is hereby approved, subject to STB approval, as applicable.

RESOLVED FURTHER, that a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit A (the "Plan of Merger"), is hereby approved and that the proper officers of the Corporation are hereby authorized to execute and deliver the Plan of Merger on behalf of the Corporation, subject to STB approval, as applicable.

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval, as applicable, and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date _____

Date _____

Date _____

Clarence W. Gooden – Director

Oscar Munoz – Director

Michael J. Ward – Director

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the filing of a Certificate of Merger with the Ohio Secretary of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.


Date

11 / 1 / 10

Date

Date

Clarence W. Gooden – Director



Oscar Munoz – Director

Michael J. Ward – Director

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the filing of a Certificate of Merger with the Ohio Secretary of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

Clarence W. Gooden – Director

Date

Oscar Munoz – Director

10/27/10
Date

Michael Ward
Michael J. Ward – Director

EXHIBIT "A"
Plan of Merger

PLAN OF MERGER

Between

CSX TRANSPORTATION, INC.

and

THE CINCINNATI INTER-TERMINAL RAILROAD COMPANY

THIS PLAN OF MERGER made and entered into as of the _____ day of _____, 2010, by and between CSX TRANSPORTATION, INC., a Virginia corporation ("CSXT") and THE CINCINNATI INTER-TERMINAL RAILROAD COMPANY, an Ohio corporation ("CIT"), the parties hereto being collectively referred to as the "Constituent Corporations".

WHEREAS, CIT is a corporation organized and existing under the laws of the State of Ohio, having 100 voting shares of common stock, \$100.00 par value, issued and outstanding, all of which are owned by CSXT (the "CIT Common Stock") and 2,330 non-voting shares of preferred stock, \$100.00 par value, issued and outstanding, all of which are owned by CSXT (the "CIT Preferred Stock"); and;

WHEREAS, CSXT is a corporation organized and existing under the laws of the Commonwealth of Virginia, having 9,061,038 shares of common stock, \$20.00 par value, issued and outstanding (the "CSXT Common Stock"), all of which are owned by CSX Corporation, a Virginia corporation

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable that CIT be merged into CSXT on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Ohio and the Commonwealth of Virginia, respectively, which permits such merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, it is planned, subject to the satisfaction of the terms and conditions hereof, that CIT shall be merged into CSXT, that CSXT, a Virginia corporation, shall be the surviving corporation (the "Surviving Corporation"), and that the terms and conditions of such merger (the "Merger"), the plan and mode of carrying the same into effect, and the manner and basis of preserving and cancelling the shares of the Constituent Corporations shall be as hereinafter set forth:

1. Terms, Conditions and Effective Date of Merger

1.1. Following adoption of this Plan and Agreement of Merger by the Boards of Directors of the Constituent Corporations as provided by law, the parties hereto shall, except as hereinafter provided, cause a Certificate of Merger, duly prepared and executed in accordance with the corporation laws of Ohio, to be filed with the Secretary of State of Ohio, and Articles of Merger, duly prepared in accordance with the corporation laws of Virginia, to be filed with the State Corporation Commission of Virginia. The separate existence of CIT shall cease as of the close of business on

the Effective Date (as hereinafter defined) and CIT shall thereupon be merged into the Surviving Corporation.

1.2. The Effective Date of Merger shall be upon the filing of the Articles of Merger with the State Corporation Commission of Virginia and a Certificate of Merger with the Secretary of State of Ohio.

1.3. The Merger may be abandoned at any time before the Effective Date by majority vote of the entire Board of Directors of CSXT or CIT notwithstanding approval of this Plan and Agreement of Merger by the stockholders of either or both corporation.

2. Conversion and Cancellation of Shares

The manner and basis of converting, canceling or exchanging the shares of each of the Constituent Corporations on the Effective Date shall be as follows:

2.1 Each share of CSXT Common Stock which is issued and outstanding on the Effective Date shall remain issued and outstanding as the capital stock of the Surviving Corporation.

2.2. Each share of CIT Preferred Stock and CIT Common Stock held by CSXT on the Effective Date shall be canceled and no new shares or other securities or obligations or cash will be issuable with the respect thereto or in exchange therefor.

3. Effect of the Merger

3.1. Upon the Effective date, the assets and liabilities of CIT shall be taken on the books of the Surviving Corporation at the amount at which they shall at the time be carried on the books of CIT, subject to such adjustments, if any, as may be necessary to conform to the accounting procedures of the Surviving Corporation. Upon the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public or a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other causes in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. Nevertheless, after the Effective Date, when required by the Surviving Corporation, the officers of the Surviving Corporation, on behalf of CIT, shall execute and deliver or cause to be executed and delivered all such deeds and other instruments and shall take or cause to be taken such further action as the Surviving Corporation may deem necessary or desirable in order to confirm the transfer to and vesting in the Surviving Corporation of title to and possession of all such rights, property and other interests, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

3.2. On and after the Effective Date, the Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be affected by the Merger.

3.3. The Articles of Incorporation of CSXT shall not be amended in any respect by reason of this Plan of Agreement of Merger, and said Articles of Incorporation shall constitute the Articles of incorporation of the Surviving Corporation until further amended in the manner provided by law.

4. Consents and Appointments

4.1. The Surviving Corporation hereby: (a) consents that it may be used and served with process in the State of Ohio in any proceeding against the Surviving Corporation; and (b) irrevocably appoints the Secretary of State of the State of Ohio as its Agent to accept service of process in any proceeding in said State to enforce against the Surviving Corporation any obligation of the Constituent Corporations, or to enforce the rights of any dissenting shareholder or either Constituent Corporation.

4.2 The Surviving Corporation desires to continue to transact business as a foreign corporation in the State of Ohio and hereby re-appoints Corporate Creations Network, Inc., 119 E. Court Street, Cincinnati, Ohio 45202 as registered agent and registered office for service of any process, notice or demand.

4.3. The location of the principal office of the Surviving Corporation in Virginia is c/o Corporate Creations Network, Inc., 119 E. Court Street, Cincinnati, Ohio 45202.

IN WITNESS WHEREOF, each party has caused this Plan and Agreement of Merger to be executed as of the date first above written.

CSX TRANSPORTATION, INC.

By: _____
Steven C. Armbrust
Assistant Corporate Secretary

**THE CINCINNATI INTER-TERMINAL
RAILROAD COMPANY**

By: _____
Paul R. Hitchcock
Corporate Secretary

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

THE CINCINNATI INTER-TERMINAL RAILROAD COMPANY

Incorporated in Ohio

The undersigned, being all of the directors of The Cincinnati Inter-Terminal Railroad Company, an Ohio corporation (the "Company"), hereby consent and agree to the adoption of the following resolutions without a directors' meeting:

MERGER WITH AND INTO CSX TRANSPORTATION, INC.

WHEREAS, CSX Transportation, Inc., a Virginia corporation ("CSXT"), owns 100% of the issued and outstanding common shares of the Company and 100% of the issued and outstanding preferred shares of the Company; and

WHEREAS, subject to the approval of the Surface Transportation Board (the "STB"), the Board of Directors of CSXT has approved the merger of the Company with and into CSXT whereby CSXT shall be and continue to be in existence as the surviving corporation and the separate corporate existence of the Company shall cease (the "Merger").

Now, therefore, be it

RESOLVED, that subject to the approval of the STB, the Merger is hereby approved.

RESOLVED FURTHER, that subject to the approval of the STB, a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit A (the "Plan of Merger"), is hereby approved and that the proper officers of the Company are hereby authorized to execute and deliver the Plan of Merger on behalf of the Company.

RESOLVED FURTHER, that the proper officers of the Company are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

RESOLVED FURTHER, that subject to STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the filing of a Certificate of Merger with Ohio Secretary of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

11/1/10
Date


David A. Brown, Director

Date

Peter K. Mills, Director

Date

Paul R. Hitchcock, Director

RESOLVED FURTHER, that subject to STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the filing of a Certificate of Merger with Ohio Secretary of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

11 | 2 | 0

Date

Date

David A. Brown, Director



Peter K. Mills, Director

Paul R. Hitchcock, Director

RESOLVED FURTHER, that subject to STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the filing of a Certificate of Merger with Ohio Secretary of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document

Date

David A. Brown, Director

Date

Peter K. Mills, Director

Oct. 27, 2010
Date

Paul R. Hitchcock
Paul R. Hitchcock, Director

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER

Between

CSX TRANSPORTATION, INC.

and

THE CINCINNATI INTER-TERMINAL RAILROAD COMPANY

THIS PLAN OF MERGER made and entered into as of the _____ day of _____, 2010, by and between CSX TRANSPORTATION, INC., a Virginia corporation ("CSXT") and THE CINCINNATI INTER-TERMINAL RAILROAD COMPANY, an Ohio corporation ("CIT"), the parties hereto being collectively referred to as the "Constituent Corporations".

WHEREAS, CIT is a corporation organized and existing under the laws of the State of Ohio, having 100 voting shares of common stock, \$100.00 par value, issued and outstanding, all of which are owned by CSXT (the "CIT Common Stock") and 2,330 non-voting shares of preferred stock, \$100.00 par value, issued and outstanding, all of which are owned by CSXT (the "CIT Preferred Stock"); and;

WHEREAS, CSXT is a corporation organized and existing under the laws of the Commonwealth of Virginia, having 9,061,038 shares of common stock, \$20.00 par value, issued and outstanding (the "CSXT Common Stock"), all of which are owned by CSX Corporation, a Virginia corporation.

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable that CIT be merged into CSXT on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Ohio and the Commonwealth of Virginia, respectively, which permits such merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, it is planned, subject to the satisfaction of the terms and conditions hereof, that CIT shall be merged into CSXT, that CSXT, a Virginia corporation, shall be the surviving corporation (the "Surviving Corporation"), and that the terms and conditions of such merger (the "Merger"), the plan and mode of carrying the same into effect, and the manner and basis of preserving and cancelling the shares of the Constituent Corporations shall be as hereinafter set forth:

1. Terms, Conditions and Effective Date of Merger

1.1. Following adoption of this Plan and Agreement of Merger by the Boards of Directors of the Constituent Corporations as provided by law, the parties hereto shall, except as hereinafter provided, cause a Certificate of Merger, duly prepared and executed in accordance with the corporation laws of Ohio, to be filed with the Secretary of State of Ohio, and Articles of Merger, duly prepared in accordance with the corporation laws of Virginia, to be filed with the State Corporation Commission of Virginia. The separate existence of CIT shall cease as of the close of business on

the Effective Date (as hereinafter defined) and CIT shall thereupon be merged into the Surviving Corporation.

1.2. The Effective Date of Merger shall be upon the filing of the Articles of Merger with the State Corporation Commission of Virginia and a Certificate of Merger with the Secretary of State of Ohio.

1.3. The Merger may be abandoned at any time before the Effective Date by majority vote of the entire Board of Directors of CSXT or CIT notwithstanding approval of this Plan and Agreement of Merger by the stockholders of either or both corporation.

2. Conversion and Cancellation of Shares

The manner and basis of converting, canceling or exchanging the shares of each of the Constituent Corporations on the Effective Date shall be as follows:

2.1. Each share of CSXT Common Stock which is issued and outstanding on the Effective Date shall remain issued and outstanding as the capital stock of the Surviving Corporation.

2.2. Each share of CIT Preferred Stock and CIT Common Stock held by CSXT on the Effective Date shall be canceled and no new shares or other securities or obligations or cash will be issuable with the respect thereto or in exchange therefor.

3. Effect of the Merger

3.1. Upon the Effective date, the assets and liabilities of CIT shall be taken on the books of the Surviving Corporation at the amount at which they shall at the time be carried on the books of CIT, subject to such adjustments, if any, as may be necessary to conform to the accounting procedures of the Surviving Corporation. Upon the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public or a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other causes in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. Nevertheless, after the Effective Date, when required by the Surviving Corporation, the officers of the Surviving Corporation, on behalf of CIT, shall execute and deliver or cause to be executed and delivered all such deeds and other instruments and shall take or cause to be taken such further action as the Surviving Corporation may deem necessary or desirable in order to confirm the transfer to and vesting in the Surviving Corporation of title to and possession of all such rights, property and other interests, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

3.2. On and after the Effective Date, the Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be affected by the Merger.

3.3. The Articles of Incorporation of CSXT shall not be amended in any respect by reason of this Plan of Agreement of Merger, and said Articles of Incorporation shall constitute the Articles of incorporation of the Surviving Corporation until further amended in the manner provided by law.

4. Consents and Appointments

4.1. The Surviving Corporation hereby: (a) consents that it may be used and served with process in the State of Ohio in any proceeding against the Surviving Corporation; and (b) irrevocably appoints the Secretary of State of the State of Ohio as its Agent to accept service of process in any proceeding in said State to enforce against the Surviving Corporation any obligation of the Constituent Corporations, or to enforce the rights of any dissenting shareholder or either Constituent Corporation.

4.2. The Surviving Corporation desires to continue to transact business as a foreign corporation in the State of Ohio and hereby re-appoints Corporate Creations Network, Inc., 119 E. Court Street, Cincinnati, Ohio 45202 as registered agent and registered office for service of any process, notice or demand.

4.3. The location of the principal office of the Surviving Corporation in Virginia is c/o Corporate Creations Network, Inc., 119 E. Court Street, Cincinnati, Ohio 45202.

IN WITNESS WHEREOF, each party has caused this Plan and Agreement of Merger to be executed as of the date first above written.

CSX TRANSPORTATION, INC.

By: _____
Steven C. Armbrust
Assistant Corporate Secretary

**THE CINCINNATI INTER-TERMINAL
RAILROAD COMPANY**

By: _____
Paul R. Hitchcock
Corporate Secretary

**DOCUMENTS FOR CSX TRANSPORTATION, INC. MERGER
TYLERDALE CONNECTING RAILROAD COMPANY**

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

CSX TRANSPORTATION, INC.

Formed in Virginia

The undersigned, being all of the directors of CSX Transportation, Inc., a Virginia corporation (the "Corporation"), hereby consent and agree to the adoption of the following resolutions without a directors' meeting:

MERGER OF THE TYLERDALE CONNECTING RAILROAD COMPANY

WHEREAS, the Corporation owns 100% of the issued and outstanding shares of The Tylerdale Connecting Railroad Company, a Pennsylvania corporation ("TCR"); and

WHEREAS, it has been determined that the corporate existence of TCR is no longer required and that it is in the best interests of the Corporation to merge TCR with and into the Corporation whereby the Corporation shall be and continue to be in existence as the surviving corporation and the separate corporate existence of TCR shall cease (the "Merger"), subject to approval of the Surface Transportation Board (the "STB"), as applicable.

Now, therefore, be it

RESOLVED, that the Merger is hereby approved, subject to STB approval, as applicable

RESOLVED FURTHER, that a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit A (the "Plan of Merger"), is hereby approved and that the proper officers of the Corporation are hereby authorized to execute and deliver the Plan of Merger on behalf of the Corporation, subject to STB approval, as applicable.

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval, as applicable, and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Commonwealth of Pennsylvania Department of State Corporation Bureau, and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

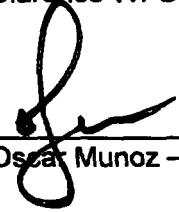
This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

11/1/10

Date

Clarence W. Gooden – Director



Oscar Munoz – Director

Date

Michael J. Ward – Director

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and the Commonwealth of Pennsylvania Department of State Corporation Bureau, and to execute and deliver all such instruments and documents in the name and on behalf of the Corporation and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

Clarence W. Gooden – Director

Date

Oscar Munoz – Director

10/27/10
Date

Michael Ward
Michael J. Ward – Director

EXHIBIT "A"

Plan of Merger

PLAN OF MERGER
OF
THE TYLERDALE CONNECTING RAILROAD COMPANY
WITH AND INTO
CSX TRANSPORTATION, INC.

THIS PLAN OF MERGER is made and entered into as of this ____ day of _____, 2010 by and between The Tylerdale Connecting Railroad Company, a Pennsylvania corporation (the "Subsidiary"), and CSX Transportation, Inc., a Virginia corporation (the "Corporation").

A. The Corporation owns 100% of the issued and outstanding shares of common stock of the Subsidiary.

B. The Board of Directors of the Corporation and the Board of Directors of the Subsidiary have each approved the merger of the Subsidiary with and into the Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW, THEREFORE, the Subsidiary and the Corporation agree as follows:

1. Merger. At the Effective Date (as defined in paragraph 3), the Subsidiary shall be merged with and into the Corporation in accordance with the provisions of 15 P A C.S. , §1921, et. seq., and Title 13.1, Chapter 9, Article 12 of the Code of Virginia (the "Merger").

2. Surviving Corporation. The Corporation shall be and continue in existence as the surviving corporation and the separate corporate existence of the Subsidiary shall cease.

3. Effective Date. The effective date of the Merger shall be upon filing of the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and with the Pennsylvania Department of State ("Effective Date").

4. Effect of Merger.

(a) Upon the Effective Date, the issued and outstanding shares of Common Stock of the Corporation shall remain outstanding after the Merger and shall not be affected in any way by the Merger.

(b) Upon the Effective Date, the Articles of Incorporation and Bylaws of the Corporation in effect at the Effective Date shall continue to be (until amended or repealed as provided by applicable law) the Articles of Incorporation and Bylaws of the Corporation.

(c) Upon the Effective Date, the issued and outstanding shares of common stock of the Subsidiary shall be canceled and no consideration shall be issued in respect thereof.

(d) Upon the Effective Date, the assets and liabilities of the Subsidiary shall

be taken on the books of the Corporation at the amount at which they shall at the time be carried on the books of the Subsidiary, subject to such adjustments, if any, as may be necessary to conform to the accounting procedures of the Corporation.

(e) Upon the Effective Date, the Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, power, franchises and authority, both public and private, of the Subsidiary. All property of every description, including every interest therein and all obligations of or belongings of the Subsidiary, shall thereafter be taken and deemed to be transferred to and vested in the Corporation without further act or deed. The officers of the Corporation, on behalf of the Subsidiary, shall execute and deliver or cause to be executed and delivered after the Effective Date all such deeds and other instruments and shall take or cause to be taken such further action as the Corporation may deem necessary or desirable in order to confirm the transfer to and vesting in the Corporation of title to and possession of all such property, rights, privileges, immunities, franchises and authority. All rights of creditors of the Subsidiary shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date, and the Corporation shall thereafter be liable for all the obligations of the Subsidiary.

IN WITNESS WHEREOF, the Subsidiary and the Corporation have caused this Plan of Merger to be executed as of the day and year first above written.

**THE TYLERDALE CONNECTING RAILROAD
COMPANY,**
a Pennsylvania corporation

By: _____
Paul R. Hitchcock
President and Corporate Secretary

CSX TRANSPORTATION, INC.,
a Virginia corporation

By: _____
Name. Steven C. Armbrust
Title: Assistant Corporate Secretary

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

THE TYLERDALE CONNECTING RAILROAD COMPANY

Incorporated in Pennsylvania

The undersigned, being all of the directors of The Tylerdale Connecting Railroad Company, a Pennsylvania corporation (the "Company"), hereby consent and agree to the adoption of the following resolutions without a directors' meeting:

ELECTION OF OFFICER

RESOLVED, that Paul R. Hitchcock be, and he is hereby, elected as the President and Corporate Secretary of the Company to serve for the ensuing year or until his successor is duly elected and qualified.

MERGER WITH AND INTO CSX TRANSPORTATION, INC.

WHEREAS, CSX Transportation, Inc., a Virginia corporation ("CSXT"), owns 100% of the issued and outstanding shares of the Company; and

WHEREAS, subject to the approval of the Surface Transportation Board (the "STB"), the Board of Directors of CSXT has approved the merger of the Company with and into CSXT whereby CSXT shall be and continue to be in existence as the surviving corporation and the separate corporate existence of the Company shall cease (the "Merger").

Now, therefore, be it

RESOLVED, that subject to the approval of the STB, the Merger is hereby approved.

RESOLVED FURTHER, that subject to the approval of the STB, a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit A (the "Plan of Merger"), is hereby approved and that the proper officers of the Company are hereby authorized to execute and deliver the Plan of Merger on behalf of the Company.

RESOLVED FURTHER, that the proper officers of the Company are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

RESOLVED FURTHER, that subject to STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and with the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

11/1/11

Date



David A. Brown, Director

Date

Peter K. Mills, Director

Date

Paul R. Hitchcock, Director

RESOLVED FURTHER, that subject to STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and with the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

11/2/10

Date

Date

David A. Brown, Director

Peter K. Mills

Peter K. Mills, Director

Paul R. Hitchcock, Director

RESOLVED FURTHER, that subject to STB approval, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and with the Secretary of State of the State of Georgia, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

Date

David A. Brown, Director

Date

Peter K. Mills, Director

Oct. 27, 2010
Date

Paul R. Hitchcock
Paul R. Hitchcock, Director

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER
OF
THE TYLERDALE CONNECTING RAILROAD COMPANY
WITH AND INTO
CSX TRANSPORTATION, INC.

THIS PLAN OF MERGER is made and entered into as of this ____ day of _____, 2010 by and between The Tylerdale Connecting Railroad Company, a Pennsylvania corporation (the "Subsidiary"), and CSX Transportation, Inc., a Virginia corporation (the "Corporation").

A. The Corporation owns 100% of the issued and outstanding shares of common stock of the Subsidiary.

B. The Board of Directors of the Corporation and the Board of Directors of the Subsidiary have each approved the merger of the Subsidiary with and into the Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW, THEREFORE, the Subsidiary and the Corporation agree as follows:

1. Merger. At the Effective Date (as defined in paragraph 3), the Subsidiary shall be merged with and into the Corporation in accordance with the provisions of 15 P.A.C.S., §1921, et. seq., and Title 13.1, Chapter 9, Article 12 of the Code of Virginia (the "Merger").

2. Surviving Corporation. The Corporation shall be and continue in existence as the surviving corporation and the separate corporate existence of the Subsidiary shall cease.

3. Effective Date. The effective date of the Merger shall be upon filing of the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and with the Pennsylvania Department of State ("Effective Date").

4. Effect of Merger.

(a) Upon the Effective Date, the issued and outstanding shares of Common Stock of the Corporation shall remain outstanding after the Merger and shall not be affected in any way by the Merger.

(b) Upon the Effective Date, the Articles of Incorporation and Bylaws of the Corporation in effect at the Effective Date shall continue to be (until amended or repealed as provided by applicable law) the Articles of Incorporation and Bylaws of the Corporation.

(c) Upon the Effective Date, the issued and outstanding shares of common stock of the Subsidiary shall be canceled and no consideration shall be issued in respect thereof

(d) Upon the Effective Date, the assets and liabilities of the Subsidiary shall

be taken on the books of the Corporation at the amount at which they shall at the time be carried on the books of the Subsidiary, subject to such adjustments, if any, as may be necessary to conform to the accounting procedures of the Corporation.

(e) Upon the Effective Date, the Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, power, franchises and authority, both public and private, of the Subsidiary. All property of every description, including every interest therein and all obligations of or belongings of the Subsidiary, shall thereafter be taken and deemed to be transferred to and vested in the Corporation without further act or deed. The officers of the Corporation, on behalf of the Subsidiary, shall execute and deliver or cause to be executed and delivered after the Effective Date all such deeds and other instruments and shall take or cause to be taken such further action as the Corporation may deem necessary or desirable in order to confirm the transfer to and vesting in the Corporation of title to and possession of all such property, rights, privileges, immunities, franchises and authority. All rights of creditors of the Subsidiary shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date, and the Corporation shall thereafter be liable for all the obligations of the Subsidiary.

IN WITNESS WHEREOF, the Subsidiary and the Corporation have caused this Plan of Merger to be executed as of the day and year first above written.

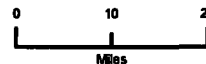
**THE TYLERDALE CONNECTING RAILROAD
COMPANY,**
a Pennsylvania corporation

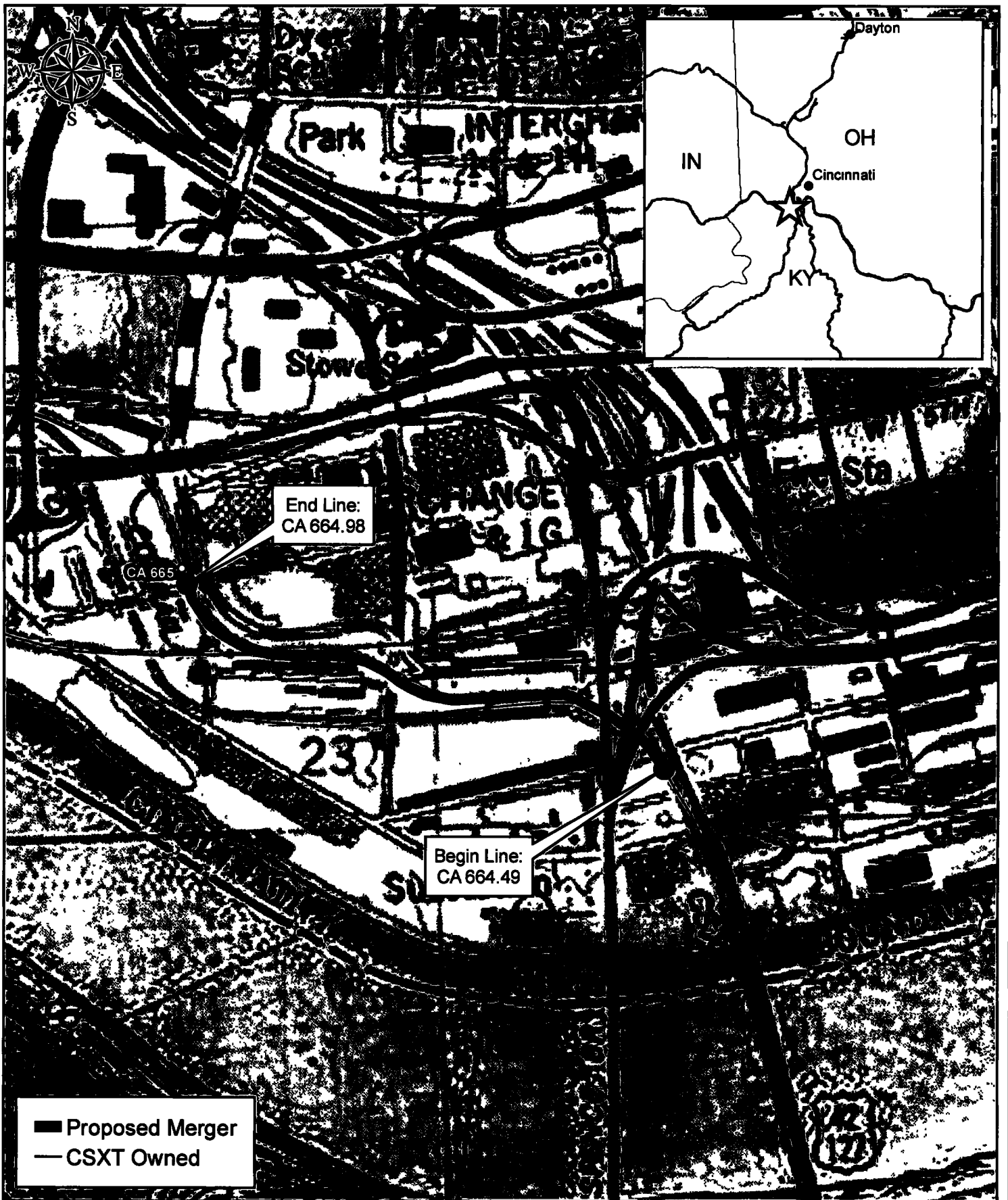
By: _____
Paul R. Hitchcock
President and Corporate Secretary

CSX TRANSPORTATION, INC.,
a Virginia corporation

By: _____
Name: Steven C. Armbrust
Title: Assistant Corporate Secretary

EXHIBIT 1—MAPS





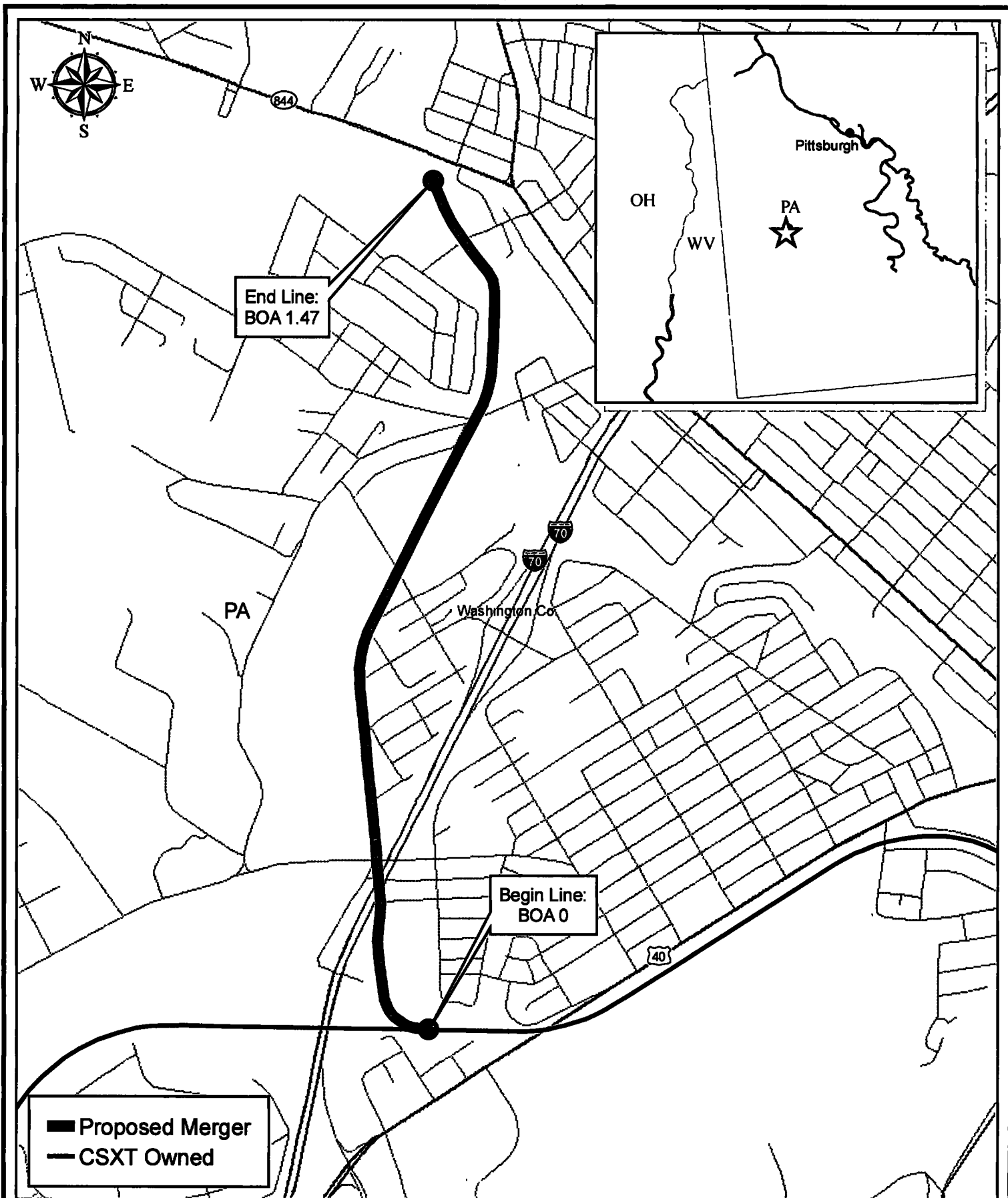
Map Requests gis@csx.com



Proposed Merger of
Cincinnati Interterminal Railroad Company & CSX Transportation, Inc.
 CA 664.49 to CA 664.98, a distance of approx. 2587.2 feet
 in Hamilton County, Ohio. STB Finance Docket No. 35432

Creation Date Sept 30, 2010

0 350 700
 Feet



Map Requests: gis@csx.com



**Proposed Merger of
Tylerdale Connecting Railroad Company
and CSX Transportation, Inc.**

BOA 0 to BOA 1.47 (EOT), a distance of 1.47 miles
Washington County, Pennsylvania. STB Finance Docket No. 35432

Creation Date: Sept 13, 2010

0 600 1,200
Feet

VERIFICATION

State of Florida)
)ss
County of Duval)

I, Bobbie League, being duly sworn, depose and state that I am Director Network & Joint Facility Services of CSX Transportation, Inc., that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information and belief.

Bobbie League

Subscribed and sworn to before me this 17th day of November 2010.

Linda Carol Adlin
Notary Public

My Commission expires: 07/11/2013

